

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>TITLE</u>	<u>PAGE</u>
G.1	Correspondence Procedures	G-1
G.2	Contract Administration	G-1
G.3	Billing Instructions	G-2
G.4	Defective or Improper Invoices	G-2
G.5	DOE Property Administration	G-3
G.6	Contracting Officer Representative Technical Direction - Notification of Changes	G-3
G.7	Modification Authority	G-6
G.8	Representations and Certifications	G-7

## SECTION G

### CONTRACT ADMINISTRATION DATA

#### **G.1     CORRESPONDENCE PROCEDURES**

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

- A.**     *Technical Correspondence.* Technical correspondence shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy addressed to the DOE Contracting Officer (used herein excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract).
- B.**     *Other Correspondence.* All other correspondence shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent Counsel (where patent or technical data issues are involved).

#### **G.2     CONTRACT ADMINISTRATION**

The DOE Contracting Officer is:

U.S. Department of Energy  
Richland Operations Office  
Procurement Services Division, MSIN A7-80  
P.O. Box 550 or 825 Jadwin Avenue  
Richland, WA 99352

G.3 BILLING INSTRUCTIONS

- A. The DOE Contracting Officer is located at:

U.S. Department of Energy  
Richland Operations Office  
Procurement Services Division, MSIN A7-80  
P.O. Box 550 or 825 Jadwin Avenue  
Richland, WA 99352

- B. The Contractor shall provide periodic electronic invoices (or data supporting letter of credit drawdowns) and cost accrual and accrual reversal records to RL. The data shall be accompanied by corresponding paper documents containing backup and detail (to be identified per the billing instructions at the time of award). In addition, the information provided shall identify the Budget and Reporting (BNR) numbers, fund-type, Activity Data Sheet (ADS) number, the fiscal year the funds were provided, the RL project/task number, and plant and equipment line item number (if applicable).

- C. APPLICABLE TO TRANSITION INVOICES ONLY. EFFECTIVE JULY 1, 1997, invoices shall be submitted as follows:

Originals are to be submitted as follows:

ORIGINAL TO:                      Department of Energy  
                                         Oak Ridge Financial Service Center  
                                         P.O. Box 4307  
                                         Oak Ridge, TN 37831

EXPRESS COURIER  
ADDRESS:                              Department of Energy  
                                         Oak Ridge Financial Service Center – RL  
                                         200 Administration Road  
                                         Oak Ridge, TN 37830

Copies are to be submitted as follows:

COPY TO: Contracting Officer's Representative (COR)  
Julie K. Erickson  
Department of Energy  
P.O. Box 550, MS K8-50  
Richland, WA 99352

EXPRESS COURIER  
ADDRESS: Julie K. Erickson  
Department of Energy  
3230 Q Avenue, EESB Building  
Room 1630 - MS K8-50  
Richland, WA 99352

CHANGES IN THE CORs OR COR'S ADDRESS WILL BE  
TRANSMITTED BY LETTER

COPY TO: Department of Energy  
Procurement Services Division  
P.O. Box 550 - MS A7-90  
Richland, WA 99352

EXPRESS COURIER  
ADDRESS: Department of Energy  
Procurement Services Division  
825 Jadwin Avenue - MS A7-90  
Richland, WA 99352

Original and copies of invoices are to be transmitted simultaneously by the same carrier method. Invoices not simultaneously transmitted to all addressees may be rejected or have payment delayed.

In addition to the information required in the clause titled "PROMPT PAYMENT", the following additional information must be included on each invoice:

BNR breakout (if required)

G.4 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to paragraph (a)(4) of contract clause FAR 52.232-25, Prompt Payment of Part II, Section I, of this contract, shall be deemed improper and thus defective. The Contractor shall provide the name or names (where practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice below:

The remainder of this page is left blank intentionally.

**G.5     DOE PROPERTY ADMINISTRATION**

The point of contact for contract administration relating to Government property is as follows:

U. S. Department of Energy  
Richland Operations Office - A2-45  
Organizational Property Management Officer  
Site Infrastructure Division  
Post Office Box 550 or 825 Jadwin Avenue  
Richland, WA 99352

**G.6     CONTRACTING OFFICER'S REPRESENTATIVE (COR) TECHNICAL DIRECTION -  
NOTIFICATION OF CHANGES**

- A.** Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract.
- B.** Performance of the work under this contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letters will include the COR's authority, responsibility, and limitations.

The term "technical direction" is defined to include, without limitation:

- (1) Directions to the Contractor that redirect the contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.

- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.
  - (4) Performance of technical monitoring; inspection; approval of shop drawings; testing; approval of samples; engineering evaluation; monitoring schedules and deliverables; and other functions not involving a change in the scope, price, or terms or conditions of a contract.
- C.** Technical direction must be within the Statement of Work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change, as defined in the contract clause entitled "Changes," which requires an adjustment of the estimated cost and/or fee;
  - (3) Changes any of the express terms, conditions, or specifications of the contract; or
  - (4) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- D.** All technical directions shall be issued in writing by the COR.
- E.** The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- F.** If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in paragraphs C.1 through C.4 above, the Contractor shall not proceed but shall notify the Contracting Officer in

writing within 5 working days after receipt of any such instructions or direction and shall request the Contracting Officer to modify the contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
  - (a) What contract line items have been or may be affected by the alleged change;
  - (b) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (c) To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change;
  - (d) What adjustments are estimated to contract costs, delivery schedule, and other provisions affected by the alleged change;
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer shall do one of the following:



(a) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract and does not constitute a change under the "Changes" clause, which requires an adjustment of estimated cost and/or fee;

(b) Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or

(c) Advise the Contractor within a reasonable time that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.

- G.** A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the contract clause entitled "Disputes - Alternate I" (Clause I.65).

**G.7 MODIFICATION AUTHORITY**

As stated above and notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- A.** Accept non-conforming work;
- B.** Waive any requirement of this contract; or
- C.** Modify any term or condition of this contract.

**G.8     REPRESENTATIONS AND CERTIFICATIONS**

The Representations and Certifications, completed as Section K.1 of the solicitation leading to award of this contract, dated March 25, 1996, are hereby incorporated into this contract by reference.